



**John Davis
Executive Director**

Division of Human Resources

Invitation for Bids

INVITATION: Sealed quotes, subject to the attached conditions, will be received at this office until May 4, 2016 by 3:00 p.m., Central Time for the acquisition of the product/services described below.

**Employee Assistance Program Services
IFB NO. EAP2017**

**Contact Person: Gloria Jackson
Personnel Director
Division of Human Resources
750 North State Street
Jackson, MS 39202
601-359-4444**

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES (Exhibit A)

Invitation: Bids subject to the conditions herein stated and attached hereto, will be received at this office until May 9, 2016, at 3:00 p.m., Central Time for furnishing the services as described below for the Mississippi Department of Human Services (hereinafter “MDHS”).

Description: MDHS is hereby requesting bids to provide Employee Assistance Program Services. MDHS will receive bids from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, bids for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDHS may be included elsewhere in the solicitation. Unless otherwise stated, all bids shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the bidder's expertise in the area of the solicitation. The contract is to be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. This Invitation for Bid shall set forth the requirements and criteria which will be used to determine the lowest responsive bidder. No bids shall be evaluated for any requirement or criterion that is not disclosed in this Invitation for Bid. Bids will be evaluated to determine which bidder offers the lowest cost to the State in accordance with the evaluation criteria set forth in the Invitation for Bid. Only objectively measurable criteria which are set forth in the Invitation for Bid shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, guaranteed buy back and ownership or life-cycle cost formulas. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible such evaluation factors shall be reasonable estimates based upon information the State has available concerning future use, and shall treat all bids equitably.

Procurement Schedule

Task	Date
Invitation for Bid (IFB) Issue Dates	April 11, 2016; April 18, 2016
Receive Questions for Clarification Deadline	April 25, 2016, 5:00 p.m. CT
Respond in Writing to Clarification	April 28, 2016 @ www.mdhs.ms.gov
Required Letter of Intent	May 4, 2016, 3:00 p.m. CT
Acknowledgement of Receipt of Bids via Email	May 4, 2016, 4:00 p.m. or
Bid Package Submission Deadline	May 9, 2016, 3:00 p.m. CT
Bid Opening	May 10, 2016 or later, 9:00 a.m.
Anticipated Date of Notice of Intent to Award	May 12, 2016 or later
Proposed Period of Performance	July 1, 2016 - June 30, 2017

NOTE: MDHS reserves the right to adjust the Procurement Schedule as it deems necessary.

Bids must be received by MDHS no later than the **official deadline** of:

May 9, 2016, 3:00 p.m., Central Time

Bids must be submitted to: **Gloria Jackson, Personnel Director, Division of Human Resources 750 North State Street, Jackson, Mississippi 39202**

Bids must be received by the above named party by the official deadline to be considered. Bids will be time stamped as they are received by MDHS.

Any bids received after the deadline will be marked as being LATE and will not be opened. All bids received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of bids. **The Bidder alone is responsible for ensuring that their bid package is delivered to Personnel Director, Division of Human Resources no later than the official deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your bid should be sealed and labeled as stated above to prevent premature opening. Parties submitting bids assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.

Inquiries regarding this Invitation for Bids must be directed to:

Gloria Jackson, Personnel Director
Division of Human Resources
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4444

Bid package must be submitted to:

Gloria Jackson, Personnel Director
Division of Human Resources
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4444

MDHS reserves the right to amend the contents of this IFB as it deems necessary. It is the Bidder's sole responsibility to monitor the website for amendments to this IFB to ensure that their response is pursuant to the amended IFB, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the bid immediately following the Bid Cover Sheet.

MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHERE THE BIDDER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE IFB AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS IFB.



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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF HUMAN RESOURCES
750 NORTH STATE STREET
JACKSON, MISSISSIPPI 39202**

GENERAL INSTRUCTIONS

1.0 Specifications, Terms and Conditions for Employee Assistance Services

The Mississippi Department of Human Services (hereinafter “MDHS”), in order to ensure that selection procedures for screening applicants for jobs with the state service in Mississippi are job related and legally defensible, is desirous of securing the services of Employee Assistance Program Services. Additional information may be obtained by written request to Gloria Jackson, Personnel Director, Division of Human Services, Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202.

2.0 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

3.0 Purpose

MDHS is seeking to establish Employee Assistance Services.

4.0 Division of Human Resources Contact and Questions/Requests for Clarification

4.1 All questions and requests for clarification must be directed by email no later than April 25, 2016, 5:00 p.m., Central Time to:

Gloria Jackson, Personnel Director
Division of Human Services
Email: Gloria.Jackson@mdhs.ms.gov

4.2 Questions and requests for clarification must be submitted via email by the deadline reflected in Section 4.1.

4.3 All questions and answers will be published on the Mississippi Department of Human Services (hereinafter “MDHS”) website (www.mdhs.ms.gov) in a manner that all bidders will be able to view by April 28, 2016.

4.4 MDHS will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

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5.0 Detailed Specifications (Scope of Services):

Implement a comprehensive Employee Assistance Program (EAP) which will address the emotional and personal problems of all MDHS employees (currently approximately 3,356), and their covered family members (spouse, children or step-children under the age of 26) at home or enrolled in school full-time. MDHS employees within a 75-mile radius will be served by the central location in Jackson. Offices outside of Jackson will receive counseling from a therapist with-in a 75-mile radius. All services will be provided as follows:

5.1 Confidential assistance for issues including but not limited to, marital or family problems, substance abuse, grief, anxiety, depression, stress, etc.

5.2 Training sessions for managers and supervisors in the orientation of identifying personal and emotional problems which may affect workplace performance. Training in procedures related to documentation and appropriate referral of employees to the EAP.

5.3 Educational seminars and workshops regarding mental health issues, alcohol and drug abuse and healthy lifestyle solutions offered to groups of employees twelve (12) times per year at a MDHS location.

5.4 A toll free confidential Employee Assistance line with 24 hour access for MDHS employees and their covered family members. After hours face to face meetings with a counselor in the case of an emergency. An emergency is defined as homicidal, suicidal, or actively psychotic.

5.5 Employee brochures, posters, and EAP user guides for MDHS employees.

5.6 Monthly EAP utilization reports will be prepared and submitted to the Director of Human Resources to include the number of EAP calls, types of referral, number of admissions to out-patient therapy and number of counseling sessions. (These reports will not contain identity of employees nor covered family members, but will simply be statistical summaries). Referral for treatment (when appropriate) will be made in accordance with the preferred provider network of MDHS.

5.7 Unlimited on-site critical incident stress debriefings (CISDS), available within 24 hours following an in-house crisis or a community crisis involving MDHS employees.

5.8 Unlimited counseling sessions per employee and/or covered family member within the contract period. Sessions will be provided by licensed professionals with a minimum of a Master’s degree in social work, counseling, marriage and family, or psychology. The counseling sessions will occur at the office(s) of the respective therapist.

A representative of the company will handle the reporting of any employee concerns to insure the quality and confidentiality of the EAP.

5.9 The Director of the Office of Personnel, Division of Human Resources will provide evaluation of services and ongoing consultation with the company concerning the administration of the EAP.

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6.0 Basis for Award

6.1 The contract is to be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. This Invitation for Bid shall set forth the requirements and criteria which will be used to determine the lowest responsive bidder. No bids shall be evaluated for any requirement or criterion that is not disclosed in this Invitation for Bid.

6.2 Bids will be evaluated to determine which bidder offers the lowest cost (**Exhibit B**) to the State in accordance with the evaluation criteria set forth in this Invitation for Bid. Only objectively measurable criteria which are set forth in this Invitation for Bid shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, guaranteed buy back and ownership or life-cycle cost formulas.

6.3 Evaluation factors need not be precise predictors of actual future costs, but to the extent possible such evaluation factors shall be reasonable estimates based upon information the State has available concerning future use, and shall treat all bids equitably.

7.0 Contract Deliverables

7.1 Upon execution of a contract, the vendor shall provide: Employee Assistance Services

7.1.2 Perform all services provided in the contract in accordance with customary and reasonable industry standards.

7.1.3 Abide by all policies pertaining to MDHS' operation.

8.0 Minimum Bidder Qualifications to be Deemed Responsible

8.1 Bidder/Contractor must have been in business and provided Employee Assistance services similar in requirements and scale to those described in this IFB for a minimum of five years.

8.2 Bidder/Contractor must maintain an office in each region bid or, if bidder/contractor does not have an office in the region, bidder must explain how it will service the region bid on the Bid Cover Sheet (**Exhibit C**) and must provide all the required information for each region bid, for verification purposes.

8.3 These minimum qualifications are in addition to a minimum score of four (4) on the Reference Score Sheet (**Exhibit D**) from reference interviews by MDHS with two bidder/contractor references (for a total minimum score of eight), as well as all other requirements of this IFB. (See Section 10.1.3 and **Exhibits C and D**.)

9.0 Period of Performance

9.1 The period of performance of services under the resulting Contract shall begin on July 1, 2016 and end on June 30, 2017. The contract may be renewed at the discretion of the agency upon written notice to Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on June 30, 2021.

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10.0 Bid Submission Requirements

10.1 Submission format.

The bid package must be sealed and must contain the following:

10.1.1 Bid Cover Sheet (Exhibit C).

10.1.2 Bid Form (Exhibit E)—all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

10.1.3 References (Exhibit F)—each bidder must furnish a listing of at least three trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MDHS will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. MDHS will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. MDHS must be able to reach two references for a bidder within two business days of bid opening to be considered responsive. Further, the bidder must score a minimum of four points on each Reference Score Sheet which will be used by MDHS staff when interviewing the two references (for a total minimum scoring requirement of eight points) to be considered responsive and/or responsible. (See Section 8.3 and **Exhibits C and D.**) Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two references. After two score sheets are completed, the staff will stop the reference check process.

10.2 Submission requirements

10.2.1 Bidders placing bids on more than one region should submit a complete and separate bid package for each region and mail or deliver in a separate sealed envelope for each region bid.

10.2.2 The original and one copy of the bid package shall be signed and submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39202 no later than May 9, 2016, 3:00 p.m., Central Time. (Also see, 10.2.4. and 10.2.12.)

10.2.3 Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and returned to the bidder unopened.

10.2.4 The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids (May 9, 2016, 3:00 p.m., Central Time Bid No. EAP2017).

10.2.5 The time and date of receipt will be indicated on the envelope or package by MDHS staff.

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10.2.6 Each page of the bid form and all Exhibits shall be identified with the name of the bidder.

10.2.7 Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid.

10.2.8 MDHS reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.

10.2.9 As a precondition to bid acceptance, MDHS may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

10.2.10 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

10.2.11 All bid packages must be received by MDHS no later than May 9, 2016, 3:00 p.m., Central Time. Bids submitted via facsimile (faxes) will not be accepted. It is suggested that if a bid is mailed to MDHS, it should be posted in certified mail with a return receipt requested. MDHS will not be responsible for mail delays or lost mail.

10.2.12 Sealed bids should be mailed or hand-delivered to and labeled as follows:

Employee Assistance Program Services Bid No. EAP2017

Opening Date: Month, Day, Year, Time, a.m./p.m., Central Time

Division of Human Resources Attention:

Gloria Jackson, Personnel Director

750 North State Street

Jackson, Mississippi 39202

SEALED BID –DO NOT OPEN

11.0 Required Letter of Intent

Bidders shall notify MDHS of their intention to submit a bid. The letter of intent shall be submitted via email to Gloria.Jackson@mdhs.ms.gov by May 4, 2016 3:00 p.m., Central Time. The letter of intent shall include the title of this request for bids, the bidder's organizational name and address, one (1) to two (2) sentences stating that the bidder's organization intends to submit a bid for this service, location of the service area, and the contact person's name, title, phone number,

fax number, Tax I.D. number, DUNS number, address and email address (**See Exhibit G**).

Gloria.Jackson@mdhs.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

12.0 Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

13.0 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi. (**Exhibits H and I** - FDVR and PDV Forms, respectively)

14.0 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business with the Mississippi Secretary of State or, if not already registered, that it will do so within seven business days of being notified by MDHS that it has been awarded a contract.

15.0 Insurance

Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance.

Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

15.1 All insurance policies will list the State of Mississippi as an additional insured and upon request, the Vendor will provide copies of any insurance documentation to MDHS.

15.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

15.3 MDHS may reserve the right to request from carriers, certificates of insurance regarding the required coverage.

16.0 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the

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bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

17.0 Award Notification

Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

18.0 Procurement Methodology

18.1 Restrictions on Communication with MDHS

At no time shall any bidder or its personnel contact, or attempt to contact, any MDHS staff regarding this IFB except the contact person as set forth in Section 4.

18.2 Cost of Preparing Bid

MDHS accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

18.3 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. The prices quoted shall be inclusive of, but not limited to the following: all required equipment/material; all required insurance; all required overhead; all required profit; all required vehicles; all required fuel; and, all required licenses, certifications, fees, or permits.

18.4 Bid Exceptions

Please return the Bid Exception Summary Form (**Exhibit J**) with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no Bid Exception Summary Form is included, the Bidder is indicating that he takes no exceptions to any item in this RFP document.

18.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. MDHS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDHS of non-responsiveness based on the submission of

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nonconforming terms and conditions.

18.6 Withdrawal of Bid

18.6.1 If a bidder’s price bid is substantially lower than those of other bidders, a mistake may have been made.

18.6.2 A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

18.6.3 To withdraw a bid that includes a clerical error after bid opening, the bidder must give

notice in writing to MDHS of claim of right to withdraw a bid. Within two business days after the bid opening, the bidder requesting withdrawal must provide to MDHS all original work papers, documents, and other materials used in the preparation of the bid.

18.6.4 A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to MDHS. No explanation is required.

19.0 Required Clauses for Procurement

19.1 Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Exhibit K**) with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of bids.

19.2 Certification of Independent Price Determination

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

19.3 Prospective Contractor's Representation Regarding Contingent Fees *(To be placed in prospective Contractor's response proposal.)* The prospective Contractor represents as a part of

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such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract (**Exhibit L**).

19.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (c) both. In the event of such cancellation/termination, Contractor would also be liable

for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19.5 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§27-104-151 et seq.(1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom

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of information statutes, will be redacted.

19.6 Paymode

Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

19.7 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

19.8 Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s proposal.

19.9 Representation Regarding Gratuities

The proposer, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6- 204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

19.10 Debriefing

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MDHS within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

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For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

19.11 Protests

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with MDHS. The protest shall be submitted on or before seven (7) business days following award notice in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the MDHS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after the seven (7) business days following award notice will not be considered.

20.0 Required Contract Terms and Conditions

Any contract shall have the required clauses found in **Exhibit M** and those required by the Mississippi Personal Service Contract Review Board's Rules and Regulations as updated on www.mspb.ms.gov.

21.0 Bid Exceptions

Please return the *Bid Exception Summary Form (Exhibit J)* with all exceptions to items in any Section of this IFB listed and clearly explained or state "No Exceptions Taken." If no *Bid Exception Summary Form* is included, the Bidder is indicating that he takes no exceptions to any item in this IFB document.

21.1 Unless specifically disallowed on any specification herein, the Bidder may take exception to any point within this IFB, including a specification denoted with "must" or "shall," as long as the following are true:

21.1.1 The specification is not a matter of State law;

21.1.2 The bid still meets the intent of the IFB

21.1.3 A *Bid Exception Summary Form* is included with the bid; and

21.1.4 The exception is clearly explained, along with any alternative or substitution the Bidder proposes to address the intent of the specification, on the *Bid Exception Summary Form*.

21.2 The Bidder has no liability to provide items to which an exception has been taken. MDHS

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has no obligation to accept any exception. During the bid evaluation and/or contract negotiation process, the Bidder and MDHS will discuss each exception and take one of the following actions:

21.2.1 The Bidder will withdraw the exception and meet the specification in the manner prescribed;

21.2.2 MDHS will determine that the exception neither poses significant risk to the project nor undermines the intent of the IFB and will accept the exception;

21.2.3 MDHS and the Bidder will agree on compromise language dealing with the exception and will insert same into the contract; or

21.2.4 None of the above actions is possible, and MDHS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Bidder.

21.3 Shall MDHS and the Bidder reach a successful agreement, MDHS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Bid Exception Summary* responding to each of the Bidder's exceptions. The *Bid Exception Summary*, with those exceptions approved by MDHS, will become a part of any contract on acquisitions made under this IFB.

21.4 An exception will be accepted or rejected at the sole discretion of MDHS.

21.5 MDHS desires to award this IFB to a Bidder with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's IFB, including the *Standard Contract* in **Exhibit M**. As such, proposals, in the sole opinion of MDHS, reflect a substantial number of material exceptions to this IFB, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their bids.

21.6 For Bidders who have successfully negotiated a contract with MDHS in the past, MDHS requests that, prior to taking any exceptions to this IFB, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MDHS or participated in contract negotiations with MDHS on behalf of their company, to ensure the Bidder is consistent in the items to which it takes exception.

22.0 Proprietary Information

The bidder should mark any and all pages of the bid considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. **(Exhibit N)**

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Exhibit A

STATE OF MISSISSIPPI MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable

___Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

☐ A (Asian Indian)
☐ B (Asian Pacific)
☐ C (Black American)
☐ D (Hispanic American)
☐ E (Native American)

Women Business Enterprise

☐ M (Asian Indian)
☐ N (Asian Pacific)
☐ O (Black American)
☐ P (Hispanic American)
☐ Q (Native American)
☐ R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____
Issue Date March 31, 2002

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Exhibit B**Formula for Evaluating Cost**

1. Company A=\$150,000

Company A=25

2. Company B=\$160,000

Company B=

$$150,000/160,000=.9375 \times 25=23.4375$$

3. Company C=\$180,000

Company C=

$$150,000/180,000=.8333 \times 25=20.8325$$

Company A is the lowest offeror; therefore, the total evaluation points for price=25

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Exhibit C
BID COVER SHEET

The Mississippi Department of Human Services, Division of Human Resources requests Employee Assistance Program Services, and invites your bid.

Bids are submitted as listed below, on or before 3:00 p.m. Central Time, May 9, 2016.

PLEASE MARK YOUR ENVELOPE:

Employee Assistance Program Services Bid No. EAP2017 Location: _____

Opening Date: May 9, 2016, 3:00 p.m. Time, Central Time

Division of Human Resources

Attention: Gloria Jackson, Personnel Director

750 North State Street

Jackson, Mississippi 39202

SEALED BID –DO NOT OPEN

Name of Company:_____ **DUNS#**_____

(FOR CLASSIFICATION PURPOSES ONLY)

☐ **MINORITY OWNED** ☐ **WOMEN OWNED** ☐ **NOT APPLICABLE**

Quoted By:_____

Signature:_____

Address:_____

City/State/Zip:_____

Telephone:_____

Fax Number:_____

E-Mail Address:_____

Name and phone number of Company Representative to be contacted if necessary_____

In addition to providing the above contact information, please answer the following questions regarding your agency (*typed or in blue ink only*):

What year was the company started?_____

How many years has the firm been in business to perform the services outlined in this IFB?_____

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Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

If your company is not physically located in the region, how will you supply the services outlined in the IFB?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

Is your company licensed and/or certified to provide employee assistance services as required by and all applicable Federal and State law(s)?_____

List all licenses or permits your company possess that are applicable to performing the services required in this IFB.

For how many customers has your company provided employee assistance services in the previous two years? _____

What (Who) is the largest customer your company has provided employee assistance services for in the previous two years? _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

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Exhibit D

Reference Score Sheet

TO BE COMPLETED BY MDHS STAFF ONLY

LOCATION (*city, county, region or statewide*): _____

Bidder Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

Able to provide services in a timely manner?	Yes	No
Satisfied with _____ services provided? If no, please explain.	Yes	No
Vendor easy to work with ?	Yes	No
Vendor listened when you had an issue and readily offered a solution? If never an issue, please check here _____.)	Yes	No
Would you recommend?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “4” from two references (total of “8” points) to be considered responsible and for its bid to be considered.

Do you have any business or professional interest in the bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

Called by: _____

Date/Time: _____

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Exhibit E

BID FORM FOR EMPLOYEE ASSISTANCE SERVICES

Services to be provided in _____
(city, county, region or statewide)

Company	Contact Person	Telephone Number

The pricing quoted shall be inclusive of, but not limited to the following*:

Specific Category of Service **Hourly/Daily/Monthly Rate** **No. of Hours/Days/Months** **Amount**

- 1.
- 2.
- 3.
- 4.
- 5.

- 6.
- 7.
- 8.
- 9.
- 10.

Total Amount: \$

***Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 2 and include all associated costs with no additional or hidden fees.**

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By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this IFB (Exhibit K);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date; and,
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to perform employee assistance services.

7. **NON-DEBARMENT**-By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

8. **INDEPENDENT PRICE DETERMINATION**-The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

10. **REPRESENTATION REGARDING CONTINGENT FEES**-The Contractor represents that it has/has not (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or

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other contingent fee, except as disclosed in the Contractor's bid or proposal.

11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Company Name: _____

Printed name of representative: _____

Date: _____

Signature: _____

*Note: Please be sure to **circle the applicable word or words** on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the bid form may result in the bid being rejected as non-responsive. **Modifications or additions to any portion of this bid may be cause for rejection of bid.***

Exhibit F

REFERENCES

REFERENCE 1

Name of Company:_____

Dates of Service:_____

Contact Person:_____

Address:_____

City/State/Zip:_____

Telephone Number:_____

Cell Number:_____

E-mail:_____

Alternative Contact Person (optional):_____

Telephone Number:_____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

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E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Bidder may submit as many references as desired by submitting as many additional copies of Exhibit E, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDHS staff must be able to contact two references within two MDHS business days of bid opening to be considered responsive.

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**Exhibit G
REQUIRED LETTER OF INTENT**

Date _____

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a proposal pursuant to IFB No. EAP2017.

_____ service area includes _____. Also, in
compliance with the requirements of the letter of intent, _____ submits the
following information:
Organization Name Organization Name

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

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Federal Debarment Verification Form
Revised April 5, 2016

Exhibit H

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that _____ is not on the list for federal
debarment on www.sam.gov –System for Award Management.

Signature of Authorized Official

Date

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Partnership Debarment Verification Form
Revised April 5, 2016

Exhibit I

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

Signature of Authorized Official

Date

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Exhibit J

Bid Exception Summary Form

List and clearly explain any exceptions, for all IFB Sections and Exhibits, in the table below.

IFB Reference	Bidder Bid Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Bidder's bid where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

Exhibit K

Acknowledgement of Amendment to IFB No.

I, _____, acknowledge that **IFB No. EAP2017** has been amended on
Authorized Official's Name

_____ to include the following:

Date

I, _____, understand that proposals will **only** be accepted from
Authorized Official's Name

bidders who submit this acknowledgement on amendment #____.

Name of Company

Authorized Official's Typed Name/Title

_____(No stamped signature)
Signature of Authorized Official Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 20.1 of this IFB. (Please use additional acknowledgement forms for each amendment, if applicable.)

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Exhibit L

Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor (_____) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Signature of Authorized Official/ Title
(No stamped signature)

Date

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Exhibit M

STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

1. **Parties.** This Contract is made and entered into by and between the Division of _____, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and _____, hereinafter referred to as "Independent Contractor."

2. **Purpose.** MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** The Independent Contractor shall perform and render the following services:

4. **Period of Performance.** The period of performance of services under this Contract shall begin on _____ and end on _____.

If “Option to renew” Clause is in procurement:

4. Period of Performance. The period of performance of services under this

Contract shall begin on _____ and end on _____. Upon notification to (Independent Contractor’s Name) by MDHS, at least (90) days prior to each contract anniversary date, the contract may be renewed by MDHS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDHS does not intend to renew the contract, the (Independent Contractor’s Name) shall be notified at least ninety (90) days prior to the contract anniversary date.

5. Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed _____(\$_____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of _____(\$_____).

B. The Independent Contractor will bill MDHS for its services on a _____ basis. Following the satisfactory completion, as determined by MDHS, of its (daily, weekly, bi-

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monthly, monthly, etc.) services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

C. PAYMODE: Payments by state agencies using the Mississippi’s Accountability System For Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor’s choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

D. E-PAYMENT: Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases

by Public Bodies,” Mississippi Code Annotated 31-7-301, et. Seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

6. Relationship of Parties.

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

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C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8. **Termination for Convenience of MDHS.** MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying

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the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

9. **Ownership of Documents and Work Products.** All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion or termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

10. **Record Retention and Access to Records.** Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal

grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

11. Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

12. Assignments and Subcontracts. Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

13. Waiver. Failure of either party hereto to insist upon strict compliance with any of

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the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

14. Availability of Funds. It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without

damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract; or
- (2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

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B. Submission of Cost Pricing Data. The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

16. Indemnification. MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

OR

Only, use this option with Independent Contractors that are State agencies or political subdivisions of the State:

Responsibility For Claims. *Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.*

17. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

18. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction, Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

19. Representation Regarding Contingent Fees. The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement

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or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

20. Certification of Independent Price Determination. The Independent Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

21. Representation Regarding Gratuities. The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the

prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

22. Procurement Regulations. The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at www.mspb.ms.gov.

23. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

24. Stop Work Order.

A. Order to Stop Work. The _____, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the _____ shall either:

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- (1) cancel the stop work order; or
- (2) terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days

after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

25. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of _____. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of _____.

In a review before the Executive Director or designee, the Independent Contractor shall be

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afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

26. Compliance with Laws. The Independent Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws.

All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment

practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

27. Confidentiality. Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

28. E-Verify. Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent

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Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental

entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of “license or permit.”

29. Special Terms and Conditions. It is agreed and understood by each party to this Contract that there are no special terms and conditions.

30. Entire Agreement. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated _____.
(Note: if applicable.)
- 3.

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document (“1.

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_____”) and the lowest document is listed last (3. _____”).

31. Transparency. This contract, including any accompanying exhibits, Exhibits, and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the

Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Independent Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

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32. Notice. Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS:

John Davis, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

INDEPENDENT

CONTRACTOR'S NAME: Representative's Name
Title
Address

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**Mississippi Department of Human
Services**

Error! Reference source not found.**ame**

By: _____

By: _____

Authorized Signature

Authorized Signature

Printed Name: John Davis

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit N

Proprietary Information Form

Did the bidder submit any information to the agency for the Employee Assistance Program Invitation for Bids which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.

2.

3.

4.

5.

Signature of Authorized Official/ Title Date **(No stamped signature)**

Name of Organization